

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT, dated as of March 30, 2008 (the "Agreement"), among ACCESS INTERNATIONAL ADVISORS EUROPE LIMITED, a limited company formed under the laws of England ("**AIA Europe**"), ACCESS INTERNATIONAL ADVISORS, INC., a corporation formed under the laws of the State of New York, U.S.A. ("**AIA Inc.**" and together with AIA Europe, the "**Sellers**", each a "**Seller**") and ACCESS PARTNERS S.A., a "société anonyme" organized under the laws of Luxembourg (the "**Buyer**").

WHEREAS, AIA Europe is the record and beneficial holder of three hundred and seventy five (375) shares ("**AIA Europe Shares**") of Access International Advisors Luxembourg S.A., a "société anonyme" organized under the laws of the Luxembourg having its registered office at 12, rue Eugène Ruppert, L - 2453 Luxembourg ("**AIA Lux**");

WHEREAS, AIA Inc. is the record and beneficial holder of six hundred and twenty five (625) shares (the "**AIA Inc. Shares**" and together with the AIA Europe Shares, the "**Shares**") of AIA Lux; and

WHEREAS, the Buyer desires to purchase, and the Sellers desire to sell, all of the Shares from the Sellers on the terms and conditions set forth below.

NOW THEREFORE, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions set forth below, the parties agree as follows:

1. Sale and Purchase of Shares

1.1 In consideration of the purchase price set forth in Section 1.2 herein, each Seller shall sell, transfer, convey, assign and deliver to the Buyer all right, title and interest in and to the Shares on the date hereof.

1.2 In consideration for the Shares, the Buyer hereby agrees to pay to the Sellers an aggregate consideration of two hundred forty five thousand two hundred twenty three euros and twenty cents (EUR 245,223.20) by wire transfer of immediately available funds on the date hereof, of which ninety one thousand nine hundred fifty eight euros and seventy cents (EUR 91,958.70) shall be paid to AIA Europe and one hundred fifty three thousand two hundred sixty four euros and fifty cents (EUR 153,264.50) shall be paid to AIA Inc.

1.3 Simultaneously with the transfer of the Shares by the parties hereto, the Sellers hereby agree to deliver to the Buyer all necessary certificates and stock powers representing the Shares.

2. Representations and Warranties of the Sellers

Each Seller, as to such Seller, hereby represents and warrants to the Buyer as follows:

2.1 Such Seller is duly organized and validly existing under the laws of its jurisdiction of formation. Such Seller has all requisite corporate power and authority, and holds all licenses, permits and other required authorizations from governmental authorities, necessary to conduct its businesses as it is now being conducted or proposed to be conducted and to own or lease its properties and assets as they are now owned or held under lease.

2.2 Such Seller has full power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary and appropriate action to authorize

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

ACCESS INTERNATIONAL ADVISORS EUROPE LIMITED

By:

Name: Jean Pierre Delamaire
Title: Director

ACCESS INTERNATIONAL ADVISORS, INC.

By:

Name: Thierry Magon de La Villehuchet
Title: Chairman and CEO

ACCESS PARTNERS S.A.

By:

Name: Patrick Liffaye
Title: Director

By:

Name: Thierry Magon de La Villehuchet
Title: Director

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